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All the above mentioned work shall be carried out under the supervision of the concerned Assistant Executive Engineer/Assistant Engineer or Junior Engineer.

3.0 <u>Responsibilities:</u>

1) The manpower shall ensure that proper instruction is obtained from the incharge officer before carrying out any work
2) The daily work log shall be recorded using a log book.
4) The manpower cannot leave the work place without the permission of the in-charge officer.
5) The manpower shall report to duty as per the instructions of concerned Assistant Engineer / section officer.
6) The manpower should follow all the safety aspects while working.

4.0 <u>Services Required by the BESCOM</u>

4.1 The contractor shall provide **33 Nos** of manpower to KIADB Industrial areas, service stations (24/7) **at Nelamangala division of BRAZ, BESCOM** premises as per the details given herein, or any other location as required by the BESCOM to be read with the Schedule of Requirements.

4.2 The BESCOM shall pay the charges as agreed between the BESCOM and the contractor as per the contract award.

4.3 The contractor shall **provide 33 Nos of manpower** to KIADB Industrial areas, service stations (24x7) **at Nelamangala division of BRAZ, BESCOM** premises to the entire satisfaction and it is the sole responsibility of the contractor that the work is executed in all respects in accordance with the contractor's obligations.

5.0 <u>Contractor's Obligations:</u>

5.1 The Contractor shall provide trained manpower services at BESCOM premises as per Schedule of Work / Requirements which may be amended from time to time by the BESCOM during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the BESCOM from time to time.

5.2 The manpower availed on contract basis can be reduced as depending on requirement duly giving notice of 15 Days by the company.

5.3 The contractor shall provide trained manpower and these personnel deployed shall be employees of the contractor only and the BESCOM shall not in any manner be liable and all statutory liabilities (such as ESI & EPF etc.) shall be paid by the contractor.

5.4 The contractor shall submit to BESCOM, the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

5.5 The BESCOM shall have the right, within reason, to have any personnel to remove from duty who is considered to be undesirable or otherwise and similarly the contractor reserves right to remove the any personnel with prior intimation to the BESCOM, emergencies, exempted.

5.6 **The contractor shall cover his personnel for personal accident and death while performing the duty and the BESCOM shall have no liability and obligation in this regard.**

5.7 The contractor shall exercise adequate supervision to reasonably ensure proper performance of manpower services in accordance conditions of contract award.

5.8 The contractor shall issue identity cards / identification documents to all its employees who will be instructed by the contractor to display the same.

5.9 VOID

6.0 The personnel of the contractor shall not be the employees of the BESCOM and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract. The contractor shall make them known about this position in writing before deployment under this agreement.

6.1 The contractor shall also provide at his own cost all benefits statutory or otherwise to its employees and the BESCOM shall not have any liability whatsoever on this account. The contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) and Gratuity Act or any other law in force.

6.2 The contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the contractor .

6.3 The contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

6.4 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

6.5 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the BESCOM.

6.6 The contractor shall not employ any person below the age of 18 years old. manpower engaged shall be trained for providing services.

7.0 Contractor's Personnel:

7.1 The contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the BESCOM premises at the BESCOM Site and in sufficient number to undertake the responsibilities imposed upon the contractor under the contract and to provide full attention for executing the work thereof.

7.2 The contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The contractor shall also keep informing the BESCOM of any change in its organization or its personnel

7.3 The personnel engaged by the contractor shall be dressed in neat and clean clothes with proper Identity cards.

8.0 Contractor's Liability:

8.1 The contractor shall completely indemnify and hold harmless the BESCOM and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the contractor or any of its employees engaged in the provision of the Manpower services to the BESCOM.

8.2 The BESCOM shall not be liable to pay in any way whatsoever and the BESCOM hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly to any compensation of any kind..

8.3 The contractor shall not sub-contract or sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor contravening this condition, BESCOM shall be entitled to place the contract elsewhere on the contractors risk and cost, and the contractor shall be liable for any loss or damage, which the BESCOM may sustain in consequence or arising out of such replacing of the contract.

9.0 BESCOM Obligations:

9.1 Except as expressly otherwise provided, the BESCOM shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower services are to be provided required to enable contractor's employees to carry out the services.

9.2 The BESCOM shall comply with and fulfill the recommendations (if any), if deemed necessary by the BESCOM, made in writing by the contractor in connection with the performance of the services. The BESCOM shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the services as soon as possible after the BESCOM becomes aware of them.

9.3 The BESCOM shall not be under any obligation for providing empanelment to any of the personnel of the contractor after the expiry of the contract. The BESCOM does not recognize any employee, employer's relationship with any of the workers of the contractor.

9.4 The contract agency, which is providing manpower service will be purely on outsource through agency and not entitled to claim any permanent benefits from BESCOM.

9.5 The contractor shall ensure satisfactory standards by his manpower posted as manpower and any loss to BESCOM caused due to negligence of the personnel of contractor in duties, undesirable act, misbehavior and carelessness of its employees shall be borne by the agency itself. In case if the services are not up to the mark, such person has to be replaced at the request of local officers by the agency.

10.0 Agency shall take the responsibility of inspecting their employees on duty on regular basis by appointing supervisors. Agency shall inspect from time to time and ensure satisfactory performance of the employees provided.

11.0 <u>Mode of payment</u>: (Refer ITB)

12.0 **In case the contractor fails to fulfill the minimum statutory requirements (ESI/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the contract and the contractor is liable to be blacklisted by the BESCOM, in addition to forfeiting of Performance Security Deposit.**

13.0 All provisions related as per the Acts noted below shall be provided to the staff's by the Agency only and Agency shall provide all related benefits under these following workmen's Act related to Labour law.

a) Minimum Wages Act.
b) Payment of Wages Act, 1936.
c) Contract Labour (Regulation and Abolition) Act, 1970.
d) Employees PF and Miscellaneous Provision Act, 1952.
e) Employees State Insurance Act, 1948.
f) Workmen's Compensation Act.
g) All Laborers Law and Rules pertaining to labourers.

Providing benefits as per above Laws to its employees is the responsibility of the contract agency itself.

14.0 The agency shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

- Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.
- Copy of EPF paid in the formats such as 5A,10,12A and ESI paid in format 7
- Copy of GST paid details including GSTR-1 and GSTR-3B form.

15.0 Selected personnel shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the agency, date of appointment, any other details etc by the agency and should be strictly worn by individual manpower during office hours.

16.0 For the successful bidder the rate quoted shall not be entitled for any other charges.

17.0 **Agreement:** The successful bidder shall **furnish an agreement on Rs.5,500/- stamp paper in the prescribed format within 15 days from the date of LOI.** The Successful Bidder shall also furnish the details of Employees name, EPF/ESI Account No if available within fifteen days from the date of issuing of LOI. If ESI, EPF of agency's employees Account number is not available, the same shall be submitted to billing section within 30 days from the date of contract award, failing which the award will be cancelled and the bidder is liable to be blacklisted apart from forfeiting EMD.

18.0 The Successful Bidder shall submit the monthly bill in duplicate with authenticate seal and signature for payment.

19.0 In the event of an order the successful bidder shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

a. Monthly Attendance Register
b. Attested copy of challan consisting details of EPF/ESI and GST paid during previous month to the respective Govt/Central authorities along with the Employees details.
c. Copy of EPF & ESI paid in the respective formats.
d. Copy of GST paid in the respective format(GSTR-1 and GSTR-3B).

20.0 The manpower engaged by the firm will be the employees of contract agency and under no circumstances they will be considered as employees of BESCOM.

21.0 In case of any accidents, injuries etc to the engaged manpower of the agency, compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.

22.0 The contractor will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the contract labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the contractor shall be responsible for penalties levied by the appropriate authority under the Act. The contractor shall also be liable to comply with all other Labour and Industrial Laws, and such other Acts and Statutes (including Factories Act etc.,). Depositing of EPF contribution as may be applicable is the responsibility of the contractor at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the contractor shall be held responsible.

23.0 The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the manpower engaged by the contractor. The BESCOM shall also be not liable for breach of any Labour Laws or any other laws for the time being in force. The contractor shall not be entitled to any other allowances or benefits which are not included in the contract.

24.0 In case the bidder sub-contract the tender to other contract agency, such bidder will be rejected by giving 7 days notice. Any loss on account of such acts to BESCOM shall be borne entirely by the agency itself.

25.0 This contract is for a period of **one year** and **BESCOM may extend the contract on the same terms and conditions, as per the KTPP provisions and if the performance is satisfactory**. In case of any unsatisfactory situations BESCOM has the right to cancel the order without giving any notice. Contract agency and its employees have no right to disclose any Technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others.

26.0 The contract agency shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Manpower provided by agency shall not misbehave with Consumer or BESCOM permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the contractor will be solely held responsible.

27.0 The Chief Engineer, (Ele.,) C,O&M, BRAZ, BESCOM, Bangalore has full right to accept or reject the bid offer without assigning any reason.

28.0 **Dispute:** In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Chief Engineer, (Ele.,) C,O&M, BRAZ, BESCOM, Bangalore whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore city and in case of any dispute between the contractor and the engaged personnel, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

29.0 The bidder shall quote the total amount per manpower per month and per vehicle (exclusive of GST) and it should not be less than the amount put to tender.

30.0 In case of unforeseen conditions the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

31.0 The BESCOM reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

32.0 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

33.0 Contract Period: Period of Contract is for **one year** from the date of contract award.

34.0 PERFORMANCE SECURITY DEPOSIT:

1) The performance Security deposit of **5% of the contract value** shall be furnished in the form of Bank guarantee within two weeks from the date of the LOI issued by any Nationalized / Scheduled commercial banks. **This BG will be valid for 15 months from the date of award (i.e contract period one year + claim period 03 months= 15 months)** .Incase, the contractor/agency fails to furnish the required performance Bank Guarantee within the prescribed date, the Bidder will be barred for participating in the future tenders of BESCOM and Blacklisted for a period of 03 years from the date of default and the EMD amount shall be forfeited .
2) Incase, the Contract Order is extended for further period, the performance bank guarantee shall be extended till the contract period if necessary.
3) The performance security deposit will be discharged without any interest at the end of successful completion of Contract period.

34.1 In case the successful Bidder fails to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the contract award will also be cancelled.

34.2 The Security Deposit will be discharged without any interest at the end of successful completion of contract period.

35.0 TERMINATION FOR CONTRACT :

BESCOM may, by written notice sent to the contractor, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify the termination is for BESCOM’s convenience, the extent to which providing manpower service under the contract is terminated and the date upon which such termination is effective.

The contractor upon receipt of such notice shall discontinue the providing of manpower service on the date and to the extent specified in the notice, make all reasonable efforts to stop all further manpower service indicated to be terminated.

36.0 The contract is liable to be terminated at the absolute discretion of BESCOM without assigning any reasons on the following grounds and the performance security deposit and EMD amount paid by the contractor shall be forfeited.

a. The services to be found unsatisfactory.
b. Breach of any terms of the contract
c. If the agency fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is liable to be blacklisted for a period of 03 yrs besides termination of the contract.
d. If the agency fails to remit the ESI&EPF amount of its employees to the concerned authority.
e. If found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date.
f. Non furnishing of agreement, BG, any other documents required as per the bid, withdraws the bid after opening etc.,

37.0 **PENALTY**:

a. A penalty at the rate of **½% per week subject to a maximum of 10% of the remuneration** payable for shortage of manpower will be deducted from the amount to be paid to the agency only when the concerned AEE of sub-division certifies the shortage of manpower in the bill.

b. If the agency fails to make payment to the deployed staff within 8th of the succeeding month, penalty will be levied at the rate of **Rs. 1000/- per manpower per day up to 15th and still exceeds shall be treated as breach of contract, accordingly contract will be terminated.**

c. The payment shall be calculated as per the actual no. of days attended by the each manpower and no. of days absent in a month.

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38.0 Risk and Cost Service: In the event, the agency fails to provide the required manpower within the stipulated time period, cancellation of contract award

will be at the BESCOM option. However, before such cancellation, the BESCOM shall give four week’s notice to the agency for taking corrective action. In case, the agency does not take necessary corrective action to BESCOM satisfaction, within the said period of four weeks, BESCOM shall be at liberty to terminate the contract award at the risk and cost of the service provider.

Chief Engineer (Electy.,),
C,O&M, BRAZ,BESCOM
Bangalore.